

**TOWN OF ARLINGTON  
MASSACHUSETTS**

**Invitation for Bid**

**BID #17-13**

**LANDSCAPE MAINTENANCE OF MT. PLEASANT CEMETERY  
ARLINGTON, MASS.**

SEALED bids, pursuant to the Uniform Procurement Act, Ch. 30B, are invited and will be received by the Town Manager, Town of Arlington, Massachusetts, until **10:30 A.M., Thursday, March 23, 2017** at the Office of the Town Manager, 730 Massachusetts Ave., Arlington, MA 02476, at which time and place they will be publicly opened and read for furnishing:

**LANDSCAPE MAINTENANCE/MT. PLEASANT CEMETERY**

No bid will be accepted after time and date specified. Copies of the Invitation for Bid may be obtained at the Office of the Town Manager, 730 Massachusetts Ave, Arlington, MA 02476.

Proposals must be submitted on forms provided in a sealed envelope with the bidders name and address and marked:

**BID #17-13, LANDSCAPE MAINT./MT. PLEASANT CEMETERY**

For further information or questions please contact Daniel Warren, Operations Manager, D.P.W. @ 781-589-3575

The Town Manager reserves the right to accept or reject any or all bids, wholly or in part, and to make the award in the best interest of the Town of Arlington. The notification of the intent to award the bid will be made as soon as possible but no later than forty-five (45) days from date of the bid opening.

TOWN OF ARLINGTON

Adam Chapdelaine  
Town Manager

March 9, 2017

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**GENERAL INFORMATION/BID SUBMISSION REQUIREMENTS**

**1. RECEIPT AND OPENING OF BIDS**

The Town of Arlington, herein called the "Owner", invites sealed bids on the separate copies of Bid Forms furnished for that purpose, all blanks of which must be appropriately filled in. The Bound-in Bid Forms in the Contract Documents are for continuity and the convenience of bidders and are not to be detached from the Contract Documents, filled out or executed. Bids will be received at the Town Managers Office, 730 Massachusetts Ave., Arlington, Massachusetts, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Town of Arlington; Town Managers Office/Purchasing Dept. designated **Landscape Maintenance of Mt. Pleasant Cemetery**.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within forty-five (45) days after the actual date of the opening thereof.

**2. PREPARATION OF BIDS**

Each bid must be submitted on the prescribed bid forms and accompanied by Non-Segregated Facilities form, the Non-Collusion Affidavit form, and all Additional Bid Requirements that are supplied to you in the Proposal Package. All blank spaces for bid prices must be filled in, with ink or typewriter in both words and figures, and all of the foregoing Certifications must be fully completed and executed when submitted. Each bid must be submitted in a sealed envelope bearing on the outside the name of bidder, his address and the name and contract number of the project for which the bid is submitted. If forwarded by mail, the sealed envelope addressed as specified above.

**4. QUALIFICATIONS OF BIDDER**

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

A. Each bid **must include** evidence of Bidder's ability to complete the Work in accordance with the Contract Documents.

B. Each Bid **must include** a list of:

1. A comprehensive list of any and all citations and/or violations issued by regulatory agencies and/or judgments against bidder from a court of law.
2. All assessed penalties or liquidated damages, and the project in which they occurred.
3. Any and all contract terminations.
4. A list of at least three references, one of which to be a project of similar or larger size.

C. Each Bid **must include** a list of the total number of supervisors and workers intended to be assigned to this project.

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**5. BID SECURITY**

Each bid shall be accompanied by a certified check, treasurer's check or cashier's check issued by a responsible bank of five percent (5%) of the bid or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid, but in no event less than one hundred (\$100) dollars or more than fifty thousand (\$50,000.00) dollars. Checks and/or bid bond to be made payable to the Town of Arlington.

These checks will be returned to the unsuccessful bidder or bidders immediately upon the awarding of the contract and to the successful bidder upon the awarding of the contract and filing of the required documents as detailed below. Should any bidder fail to accept the award within seven (7) days of the award date, then the check may be retained as liquidated damages.

All bid deposits, except those of the three lowest responsible and eligible bidders, will be returned within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of the bid. The bid deposits of the three lowest responsible and eligible bidders will be returned upon the execution and delivery of the Contract, or if no award is made, upon the expiration of sixty (60) days, Saturdays, Sundays and legal holidays excluded, except that, if any bidder fails to perform his agreement to execute a Contract and furnish a Performance Bond as stated in his bid, his bid deposit shall become and be the property of the Town of Arlington as liquidated damages; provided that the amount of the bid deposit which becomes the property of the Town of Arlington shall not, in any event, exceed the difference between his bid price and the bid price of the next lowest responsible and eligible bidder; and provided further that, in case of death, disability or other unforeseen circumstances affecting the bidder, his bid deposit may be returned. The sixty (60) day time limit shall not be applicable to the next lowest bidder, without his consent, if the original award made within the time limit is invalidated.

**6. DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

**7. CONDITIONS OF WORK**

Each bidder **must** inform himself fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material, labor and equipment necessary to carry out the provisions of his contract

**8. ADDENDA AND INTERPRETATIONS**

No oral interpretation of the meaning of the, specification or other pre-bid documents will be made to any bidder. Every request for such interpretation shall be in writing addressed to **Teresa DeBenedictis, Deputy Director, Department of Public Works, 730 Massachusetts Ave., Arlington, MA 02476** and to be given consideration must be received at least five (3) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than two (2) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

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9. **SECURITY FOR FAITHFUL PERFORMANCE**

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a Performance Bond in the amount of Twenty-five (25) percent of the Total Contract Price. The surety on such bond shall be provided by a duly authorized surety company satisfactory to the Owner.

10. **LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

11. **METHOD OF AWARD - LOWEST QUALIFIED BIDDER**

**The Town of Arlington intends to award the contract to *the responsive and responsible bidder offering the lowest price for the three (3) year contract in accordance with specifications.*** If at any time this contract is to be awarded, the lowest bid submitted by a responsive and responsible bidder does not exceed the amount of funds available to finance the project. If such bid exceeds such amount, the Owner may reject all bids.

**Prior to awarding of the contract, the successful bidder or bidders must furnish the following documents to the Town of Arlington:**

1. **Performance Bond** for 25% of the contract value based on estimated quantities.
2. **Insurance Certificates** indicating coverage for general liability, property damage, and workman's compensation as detailed within this invitation to bid. Town of Arlington must be named as additional insured for general liability and property damage.

**The Contractor will not be permitted to either assign or underlet the contract, nor assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the Department of Public Works.**

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12. **CONTRACT OBLIGATION**

Any financial obligation of the Town is subject to an annual appropriation to cover the contract obligation.

13. **CONTRACT TERM**

The term of this contract will be for 3 (three) years commencing April 1, 2017 and ending December 15, 2019. These quotations herein shall remain firm from the award date through December 15, 2019.

14. **PUBLIC SAFETY AND CONVENIENCE**

The Contractor's attention is directed to the fact that the work on this project is to be performed in TOWN properties which are utilized by pedestrians. He shall furnish, install, maintain, and move all warning devices, barricades, signs, flares, bridging materials, special apparel, and other safety measures and controls necessary for the protection of motorists, of pedestrians, and of his own personnel.

When, in the judgment of the Town of Arlington, construction operations constitute a hazard to traffic in the area, the Contractor may be required to suspend operations during certain hours.

15. **SALES TAX**

Materials and equipment purchased for permanent installation in the project will be exempt from the Massachusetts Sales and Use Tax. The exemption certificate number will be furnished to the Contractor. Each bidder shall take this exemption into account in calculating his bid work.

16. **NON-DISCRIMINATION IN EMPLOYMENT**

Contract for work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.

The successful bidder must be prepared to comply in all respects with the Contract Provisions regarding Equal Employment Opportunity, which are located in the Special Conditions section of these Contract Documents.

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**17. INSURANCE**

**GENERAL LIABILITY INSURANCE** -- Contractor to supply the Town with certificates of insurance covering public liability in an amount not less than \$500,000, to any one person, and not less than \$1,000,000 on account on one accident.

**PROPERTY DAMAGE INSURANCE** -- Contractor to supply the Town certificates of insurance covering damage in an amount not less than 100,000, for damages on account of any one accident, and not less than \$300,000, for damages on account of all accidents.

**COMPENSATION INSURANCE** -- The Contractor shall furnish the Town with Certificates showing that all his employees who shall be connected with this work are protected under workman's compensation insurance policies.

*The Contractor shall carry general liability insurance with an insurance company satisfactory to the Town so as to save the Town harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or any one in his employ during the execution of the contract.*

Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

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**SCOPE OF WORK**

**MT. PLEASANT CEMETERY**

The work consists of landscape maintenance of approximately 62 acres of lands within **Mt. Pleasant Cemetery** owned by The Town of Arlington, 730 Massachusetts Ave., Arlington, MA 02476.

1. **Spring clean up** to consist of a continuation of fall clean up. All remaining leaves, litter and winter debris to be disposed of off-site at a location furnished by the Contractor. All work to be completed before April 15<sup>th</sup> on a date to be approved by the Director of Public Works.
2. **Mowing and Trimming** to commence after spring clean up is done. One weekly cut, same days each week (unless otherwise directed by the Town), beginning on the last week of April and ending the first week of November. (Twenty-eight (28) cuts.) Trim all grass edges at each mowing, including headstones, and flat markers. Trimming shall be done with line trimmers. Trimming shall be completed concurrently with the cutting schedule.
3. **Fall clean up** after November 20 and before December 1<sup>st</sup> on a date to be approved by the Director of Public Works. Leaves and all debris to be raked, blown, collected and removed from all cemetery lots. All leaves and debris to be disposed of off-site at a location furnished by the Contractor. Entire property of cemetery contains approximately 62 acres.
4. **Pruning of shrubs and bushes** twice annually. Work to be performed once in the spring prior to May 30<sup>th</sup> and once in July or August (date to be approved by the Director of Public Works). Work to include the disposal of all trimmings and debris off-site at a location furnished by the Contractor.

**QUALITY REQUIREMENTS**

**QUALIFICATIONS OF BIDDER:**

1. Minimum five (5) years experience in similar work.
2. Contractor has successfully completed a contract for a project of similar scope and size in last five years.
3. Prior to bid items being awarded on this contract or purchase order, the contractor or vendor must provide the Town of Arlington the attached Bid Form, insurance liability, workmen's compensation, state tax compliance form, and non-collusion affidavit.
  - a) Vendor shall be available to commence work as soon as weather and ground conditions permit, as determined by the Cemetery Supervisor.
  - b) All bidders shall have in their possession either by ownership or by a minimum three year lease agreement at the time of bidding, sufficient equipment in order to satisfactorily complete all work that is required under this contract.
  - c) Subcontracting on contract will not be permitted.

**SITE REPORT:**

The Contractor and the Director of Public Works or his designee shall meet and walk the site at the initiation of the program to determine the condition at the time of all lawn areas included within the limit of work and of any other related items covered in this section of the specifications.

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**NOTIFICATION OF HAZARD**

The contractor shall notify the Director of Public Works or his designee immediately of any hazard or public safety issues in, on, or above the sites defined. Hazards shall be defined but not limited to ruts, holes, depressions, bumps, broken asphalt, broken concrete, loose sod, damaged walls, damaged buildings, damaged benches, damaged light fixtures or any other hazard that may cause bodily injury or inconvenience.

**DAMAGES**

Damage to any site or any Town Property or any private property by the Contractor shall be reported to the Department of Public Works immediately after the damage occurs and not at the end of the workday. If the Contractor causes damage to any irrigation system component, electrical installation, or other systems, it shall be the responsibility of the Contractor to repair said damage after a submittal, detailing parts to be used and approved by the Department of Public Works. Any damage found at any site by the Contractors employees at the start of the workday shall be reported to the Department of Public Works immediately.

**KEY LIASON PERSON**

The Contractor shall designate one person to be the main contact with the Town of Arlington and Department of Public Works. This person shall be the supervisor or foreman responsible for all crew functions and shall be accessible to the Department of Public Works by way of a pager or cell phone throughout the workday.

**PAYMENT**

Periodic work (1, 3 & 4) to be invoiced upon completion. Weekly grass cutting & trimming (2) to be invoiced once a month. Invoices should be sent to the Department of Public Works, 51 Grove Street, Arlington, MA 02474.



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**BID FORM**

**TO THE AWARDING AUTHORITY**

A. The undersigned proposes to furnish all labor and materials required for **Landscape Maintenance of Mt. Pleasant Cemetery, Arlington, MA.** in accordance with accompanying specifications subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda number: \_\_\_\_\_

**AWARD TO BE MADE ON THE TOTAL PRICE THE THREE (3) YEAR CONTRACT (APRIL1, 2017 THRU DECEMBER, 2019). SECOND AND THIRD YEAR PRICE QUOTES CANNOT BE LESS THAN PRIOR YEAR.**

**TOTAL PRICE FOR THREE (3) YEAR CONTRACT: \$**\_\_\_\_\_

**TOTAL BID FOR ITEM I (written numerals):**

<b><u>Item I: Cemetery</u></b>	<b><u>April 2017 – Dec. 2017</u></b>	<b><u>April 2018 – Dec. 2018</u></b>	<b><u>April 2019 – Dec. 2019</u></b>
1. Spring Clean-up	_____	_____	_____
2. Mowing & Trimming	_____	_____	_____
3. Fall Clean-up	_____	_____	_____
4. Annual Pruning of shrubs & bushes.	_____	_____	_____
<b>TOTAL BID:</b>	<b>\$</b> _____	<b>\$</b> _____	<b>\$</b> _____
	(2017, total 1,2,3,4)	(2018, total 1,2,3,4)	(2019, total 1,2,3,4)

**TOTAL BID FOR ITEM I (written in words) 2017:**

\_\_\_\_\_

**TOTAL BID FOR ITEM I (written in words) 2018:**

\_\_\_\_\_

**TOTAL BID FOR ITEM I (written in words) 2019:**

\_\_\_\_\_

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**BID FORM (Continued)**

The undersigned agrees that, if selected as the Contractor for the above bid items, he shall be obligated to provide those services in accordance with the terms of these specifications at the bid price upon receipt of a Purchase Order signed by the Awarding Authority.

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Date: \_\_\_\_\_

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**AUTHENTICATION**

The undersigned agrees that, if selected as the contractor for any or all of the above bid items, he shall be obligated to provide those services in accordance with the terms of these specifications at the bid price upon receipt of a Purchase Order signed by the Awarding Authority.

**AUTHORIZED SIGNATURE**\_\_\_\_\_

**PRINT NAME**\_\_\_\_\_

**TITLE**\_\_\_\_\_

**COMPANY NAME**\_\_\_\_\_

**ADDRESS**\_\_\_\_\_ **ZIP CODE**\_\_\_\_\_

**TELEPHONE NO.**\_\_\_\_\_

**CONTACT PERSON**\_\_\_\_\_

**DATE SIGNED**\_\_\_\_\_

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

\_\_\_\_\_  
**Signature of person signing bid  
or proposal**

\_\_\_\_\_  
**Name of Business**

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**TAX COMPLIANCE SHEET**

**NAME OF BIDDER**\_\_\_\_\_

**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE NO.**\_\_\_\_\_

**SIGNATURE OF RESPONSIBLE OFFICER**\_\_\_\_\_

**TITLE OF RESPONSIBLE OFFICER**\_\_\_\_\_

**DATE**\_\_\_\_\_

Pursuant to M.G.L. c. 62C, Sec. 49A, I certify under the penalties of perjury that, to my best knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
**Social Security Number or  
Federal Identification Number**

\_\_\_\_\_  
**Signature of Individual or  
Corporate Name**

\_\_\_\_\_  
**Corporate Office  
(if applicable)**

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**REFERENCE FORM**

**Bidder:** \_\_\_\_\_

**IFB Title:** \_\_\_\_\_

**Bidder must provide references for all contracts performed within the past two (2) years that are similar in size and scope of this project.**

**Reference:**

**Address:**

**Contact:**

**Phone:**

**Fax:**

**Description and date(s) of supplies and/or services provided:**

**Reference:**

**Address:**

**Contact:**

**Phone:**

**Fax:**

**Description and date(s) of supplies and/or services provided:**

**Reference:**

**Address:**

**Contact:**

**Phone:**

**Fax:**

**Description and date(s) of supplies and/or services provided:**

**Attach additional sheets if necessary.**